Crl. Misc. No.20732-M of 2007

Bijender Pal Singh and others vs. State of Haryana.

Present:- Mr.J.S.Hooda, Advocate
for the petitioners.

Mr.Narinder Sura, AAG Haryana.

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Heard learned counsel for the parties.

The petitioners who are facing trial for the offence under Sections 420,406,120B IPC seek regular bail.

The FIR in the case has been registered on the statement of one Ms.Achla Dewan who has alleged that Ishwar Lal has represented to her that he along with his family members was the lawful owner of vast land in village Prhald Pur Majra, Barauli, Tehsil Faridabad (Haryana). Ishwar Lal persuaded the complainant to enter into an agreement with him to sell vast pieces of land in the said village. He accepted a sum of Rs. 37,49,000/- by cheque and Rs. 50 lac by cash, total Rs. 87.49 lac, as per receipt/cum agreement dated 28.3.2005. The said agreement dated 28.3.2005 was entered into with the assurance that the property was free from all sorts of encumbrances. Thereafter the complainant came to know that the land that had been agreed to be sold to her was subject matter of litigation pending in the Court of Civil Judge (Jr. Division),Faridabad. Besides, there was also stay in respect of the said land. Another case was pending in which the accused had a dispute with one Jai Narayan. Due to the pendency of the cases the sale deed could not be executed and specific partition of the land could not be arrived at. When the complainant approached for executing the sale deed with balance sale consideration, Ishwar Lal the seller of the land sought further time for executing the sale deed. Rajesh Sharma, Dinesh

Kasna along with Ishwar Lal also approached the complainant and showed their intention to refund the sale consideration as Rajesh Sharma and Dinesh Kasna were interested in purchasing the land. Therefore, complainant came to know that said Ishwar Lal, also entered into an agreement to sell the property to Rajesh Sharma and Dinesh Kasna. The role attributed to the petitioners who are family members of Ishwar Lal is that they along with the other co-accused had received amount as earnest money on the basis of another agreement to sell dated 28.3.2005. These misdeeds of Ishwar Lal and his family, which includes the petitioners it is alleged tantamount to fraud, cheating etc. Besides, before the stipulated date i.e. 31.7.2005 fixed for execution of the sale deed, the petitioners along with other co-accused entered into an agreement to sell with Rajesh Sharma and four kanals of land was sold by Ishwar Lal in connivance with his brother to M/s Frograance Construction Pvt. Ltd for Rs.65.00 lacs. The effect of the agreements entered into, the earnest money received and land sold as also the role of the petitioners is to be gone into during the trial of the case. The case is triable by Magistrate. The petitioners are in custody for quite some time. The primary allegations in the case are against Ishwar Lal, Dinesh Kasana and Rajesh Sharma, who are stated to be directly involved in the commission of offence. The petitioners are the family members of Ishwar Lal.

In the circumstances, the petitioners on their furnishing personal bonds and sureties to the satisfaction of the learned Chief Judicial Magistrate, Faridabad, shall be admitted to bail.

(S.S.SARON)
JUDGE

10.5.2007.
Reema